



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



September 01, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT WITH AIR METHODS CORPORATION FOR THE
IMPLEMENTATION OF THE CATALINA AUTOMATED WEATHER OBSERVATION
SYSTEM AND GLOBAL POSITIONING SYSTEM APPROACH SHARING PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of an Agreement with Air Methods Corporation (AMC) for the implementation of the Catalina Automated Weather Observation System (AWOS) and Global Positioning System (GPS) Approach Sharing Program (Program).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor of the Board to execute the attached Agreement with AMC for a contract term commencing upon such execution and continuing for the initial term of 45 months, with automatic successive one-year renewal terms, unless either party provides written notice of its intention not to exercise automatic renewal.
2. Delegate authority to the Sheriff, or his designee, to execute amendments and/or terminate the Agreement if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Agreement will allow AMC to provide the Department with a license to use instrument approach procedures at locations throughout the Los Angeles basin, including, but not limited to Los Angeles County/University of Southern California Medical Center (County USC) and Pebbly Beach, Santa Catalina Island (Catalina Island). Under the terms of the Agreement, AMC will pay for

upgrades to the County's AWOS in the amount of \$13,439. In return, the County will grant AMC a license to access weather information from the County's AWOS at Catalina Island.

The Department's Aero Bureau flies a variety of missions in support of law enforcement and rescue operations throughout the County. Aero Bureau's fleet of helicopters are equipped to utilize instrument approach procedures, and the Department's pilots are rated to fly when using instrument approach procedures. Instrument approach procedures allow equipped helicopters to fly to and from specified locations when weather conditions are not favorable for Visual Flight Rules (VFR).

At this time, the Department does not own or have access to instrument approach procedures at County USC or Catalina Island. When operating under instrument meteorological conditions, the Department's helicopters are unable to fly to and from these locations when weather conditions are not favorable for VFR.

Implementation of Strategic Plan Goals

The Program supports the County's Strategic Plan, Goal 3, Integrated Services Delivery. Specifically, the Program will enhance the Department's response to critical situations and reduce the potential for loss of life (e.g., search and rescue, medical evacuation).

FISCAL IMPACT/FINANCING

There is no cost to the County to implement the Program described herein.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement shall commence upon execution and continue for the initial term of 45 months, with successive one year renewal terms to be automatically granted until terminated by either party with 60 calendar days advance written notice prior to the expiration of the then current term of the Agreement. The Agreement is governed under the laws of the State of California. The venue of any legal action under the Agreement shall be exclusively within the County. The Agreement contains express mutual indemnification and insurance provisions.

The Chief Executive Office's Risk Management Branch has reviewed and concurs with the provisions relating to indemnification and insurance.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon Board approval, please instruct the Executive-Clerk of the Board to return two adopted copies of this Board letter and two originally executed copies of the Agreement to the Department's Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and "M".

JIM McDONNELL

Sheriff

JM:TL:tl

Enclosures



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AIR METHODS CORPORATION

FOR

**CATALINA AWOS AND GPS APPROACH
SHARING PROGRAM**

**AGREEMENT
FOR
CATALINA AWOS AND GPS APPROACH
SHARING PROGRAM**

TABLE OF CONTENTS

RECITALS	1
1. CATALINA AWOS.....	1
2. FAA CERTIFICATION OF THE GPS APPROACHES.....	2
3. RIGHT TO USE THE GPS APPROACHES.....	2
4. TERM AND TERMINATION.....	2
5. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS.	3
6. INDEMNIFICATION.....	3
7. INSURANCE	4
8. MISCELLANEOUS.....	5

EXHIBIT A – BELFORT INSTRUMENT INVOICE

**AGREEMENT
FOR
CATALINA AWOS AND GPS APPROACH
SHARING PROGRAM**

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2015 (the "Effective Date") by and between Air Methods Corporation, a Delaware corporation, located at 7211 South Peoria Street, Englewood, Colorado 80112, ("AMC") and the County of Los Angeles ("County"). AMC and County may be referred to herein individually as a "Party" and together as the "Parties."

A. WHEREAS, County owns and operates an Automated Weather Observation System on Pebbly Beach, Santa Catalina Island, California (the "Catalina AWOS").

B. WHEREAS, AMC is in the process of obtaining certification by the Federal Aviation Administration (the "FAA") of the Helicopter Area Navigation ("RNAV") into Pebbly Beach, Santa Catalina Island, California, and into hospitals in the Los Angeles Basin, including, but not limited to the Los Angeles County + USC Medical Center, Los Angeles, California (the "GPS Approaches").

C. WHEREAS, AMC desires to pay for certain upgrades to the Catalina AWOS and grant a license to County to use the GPS Approaches in exchange for access rights to County's weather data via the Catalina AWOS, each in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Catalina AWOS. Within thirty (30) calendar days following the Effective Date of this Agreement, AMC shall, on behalf of County, pay or cause to be paid to Belfort Instrument an amount equal to \$13,439.00, pursuant to the invoice attached hereto as Exhibit A, Belfort Instrument Invoice, of this Agreement. In consideration of the foregoing payment and the license grant set forth in Section 3, Right to Use the GPS Approach, of this Agreement, during the "Term" (as defined below) of this Agreement, County hereby grants AMC an irrevocable, fully-paid, non-exclusive right, license, and privilege, with the right to sublicense only to AMC's "Affiliates" (as defined below) and to the extent reasonably required to allow AMC to operate its business, to access and use the Catalina AWOS and any data derived therefrom. AMC acknowledges and agrees County shall be deemed the sole and exclusive owner of the Catalina AWOS, including the equipment being funded by AMC on behalf of County pursuant to the invoice attached hereto as Exhibit A, Belfort Instrument Invoice, of this Agreement. During the Term of this Agreement, County shall maintain, or cause to be maintained, the Catalina AWOS. County will notify AMC in writing in advance of any regularly scheduled maintenance on the Catalina AWOS. In the event that the Catalina AWOS is not functioning properly, Catalina AWOS itself automatically transmits a

message indicating which data points are non-functional, if the situation should arise and to the extent of Catalina AWOS' capabilities. County makes no guarantee that the Catalina AWOS will be fully functional and operational twenty-four hours a day, seven days a week due to the occurrence of scheduled maintenance, required repairs, and any other reasons which cause Catalina AWOS to not be fully functional and operational.

2. FAA Certification of the GPS Approaches. AMC shall use its commercially reasonable efforts to obtain FAA certification of the GPS Approaches within twelve (12) months following the Effective Date of this Agreement (such date, the "Approach Certification Date"). If, notwithstanding such commercially reasonable efforts, AMC does not obtain such certification within the twenty-four (24) month period following the Effective Date of this Agreement, each Party shall have the right to terminate this Agreement pursuant to Section 4, Term and Termination, of this Agreement. If either Party exercises its right to terminate this Agreement pursuant to this Section 2, FAA Certification of the GPS Approaches, then AMC shall not receive nor be entitled to any refund or payment from County or its vendors related to or for AMC's funding of the Catalina AWOS upgrade pursuant to Section 1, Catalina AWOS, of this Agreement.

3. Right to Use the GPS Approaches. In consideration of the license grant set forth in Section 1, Catalina AWOS, of this Agreement, from the Approach Certification Date until the expiration of the Term of this Agreement, AMC hereby grants County an irrevocable, fully-paid, non-transferrable, non-sublicensable, non-exclusive right, license, and privilege to access and use the GPS Approaches. County acknowledges and agrees that AMC shall be deemed the sole and exclusive owner of the GPS Approaches. AMC shall take all appropriate measures to effectuate County's access to and use of the GPS Approaches, including but not limited to providing notification of County's rights to the FAA and Jeppesen. County will gain access to the GPS Approaches through the aviation charts purchased by County from third party vendors.

4. Term and Termination. The initial term of this Agreement shall be for a period of forty-five (45) months, commencing on the Effective Date of this Agreement (the "Initial Term"). After expiration of the Initial Term of this Agreement, the term hereof shall extend automatically for successive one year terms (each, a "Renewal Term," and together with the Initial Term, the "Term") unless either Party provides to the other Party written notice of its intention not to exercise automatic renewal granted herein sixty (60) calendar days prior to the expiration of the then-current Term of this Agreement. Notwithstanding the foregoing, a Party may terminate this Agreement immediately upon written notice to the other Party if (a) the other Party commits a material breach of this Agreement and, if such breach is remediable, fails to remedy such breach within thirty (30) calendar days of delivery of written notice to the breaching Party describing such breach with reasonable detail and being required in writing to so remedy such breach; (b) AMC has not obtained FAA certification of the GPS Approaches pursuant to Section 2, FAA Certification of the GPS Approach within twenty-four (24) months following the Effective Date of this Agreement; or (c) County deems, in its sole discretion, that

termination of this Agreement is in the best interest of County.

5. Additional Representations, Warranties and Covenants.

(a) Each of AMC and County hereby represents and warrants to the other Party that it has the right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations hereunder, and that to do so will not violate or conflict with any material term or provision of its governing documents, or of any agreement, instrument, or federal, state, local and municipal laws, rules, regulations, legislation, ordinances and orders (collectively, "Applicable Laws") to which it is a party or by which it is bound.

(b) During the Term of this Agreement, each of AMC and County shall (i) comply with all Applicable Laws in connection with this Agreement and (ii) secure and keep in full force and effect all necessary licenses, permits and bonds required by Applicable Laws in connection with this Agreement.

6. Indemnification.

(a) County shall indemnify, defend, and hold harmless the AMC and any of its "Affiliates" (as defined below) and their respective officers, directors, stockholders, managers, members, employees, agents, lenders, investors, successors and assigns (collectively, the "AMC Indemnitees") from and against any and all "Losses" (as defined below) in connection with, arising out of or resulting from (i) a material breach by County of its representations, warranties or covenants set forth in this Agreement or (ii) the negligence or misconduct of any County Indemnitee. In no event will any County Indemnitee be liable for any indirect, special, or consequential damages arising out of or in connection with this Agreement. The term "Losses" means in this Agreement all costs, losses, liabilities, damages, lawsuits, deficiencies, claims and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing. The term "Affiliates" means in this Agreement any person or entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity.

(b) AMC shall indemnify, defend and hold harmless the County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, the "County Indemnitees") from and against any and all "Losses" (as defined above) in connection with, arising out of or resulting from (i) a material breach by AMC of its representations, warranties or covenants set forth in this Agreement or (ii) the negligence or misconduct of any AMC Indemnitee. In no event will any AMC Indemnitee be liable for any indirect, special or consequential damages arising out of or in connection with this Agreement.

(c) The termination of any proceeding by settlement shall not be deemed to create a presumption that the AMC Indemnitee or County Indemnitee, as applicable, involved in such settlement did not act in good faith or acted in a manner

that constituted negligence or misconduct or a material breach of this Agreement. The indemnification provisions of this Section 6, Indemnification, may be asserted and enforced by, and shall be for the benefit of, each AMC Indemnatee and County Indemnatee, and each AMC Indemnatee and County Indemnatee is hereby specifically empowered to assert and enforce such right. The right of any AMC Indemnatee or County Indemnatee to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such AMC Indemnatee or County Indemnatee may otherwise be entitled by agreement or as a matter of law or equity and shall extend to his, her or its heirs, successors, assigns, and legal representatives.

(d) This Section 6, Indemnification, shall survive the termination or expiration of this Agreement indefinitely.

7. Insurance. The Parties shall maintain insurance coverages as set forth in this Section 7, Insurance.

(a) County Required Insurance. County, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage, or a letter evidencing self-funding, will be provided to AMC after execution of this Agreement at AMC's request.

(i) Additional Insured Status. AMC and any of its "Affiliates" (as defined above) and their respective officers, directors, stockholders, managers, members, employees, agents, lenders, investors, successors and assigns (collectively, the "AMC Indemnitees") shall not be provided additional insured status under County's Aviation Liability policy with respect to liability arising out of this Agreement.

(ii) Aircraft Liability. \$50 million combined single limit bodily injury (including passengers) and property damage.

(iii) Aircraft Physical Damage. All risks ground and flight on all aircraft owned and operated by County Indemnitees.

(b) AMC Required Insurance. Certificate evidencing coverage, or a letter evidencing self-insurance, shall be provided to County on or before the Effective Date of this Agreement.

(i) Additional Insured Status. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "County and its Agents") shall be provided additional insured status under AMC's General Liability policy with respect to liability arising out of AMC's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of AMC's acts or omissions, whether such liability is attributable to AMC or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured,

even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the AMC Required Insurance provisions herein.

(ii) Commercial General Liability Insurance. AMC shall provide scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(iii) Workers Compensation and Employers' Liability Insurance. AMC shall provide insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If AMC will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to AMC's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(iv) Aircraft Liability. \$50 million combined single limit bodily injury (including passengers) and property damage, including County Indemnitees as additional insured with respect to the operations of AMC.

(v) Aircraft Physical Damage. All risks, ground and flight, on all aircraft owned and operated by AMC Indemnitees, including a waiver of subrogation in favor of County Indemnitees.

8. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when delivered to the Party to whom addressed in person, by recognized overnight courier or by registered or certified mail to the Parties, their successors in interest, or their assignees at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

If to County:
Los Angeles County Sheriff's Department
Aero Bureau
3235 Lakewood Boulevard
Long Beach, California 90808
Attention: Captain

If to AMC:
Air Methods Corporation
7211 South Peoria Street
Englewood, Colorado 80112
Attention: Kevin Stanhope, Region 02 V.P.

(b) Assignment. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement, without the express prior written consent of the other Party.

(c) Amendments. This Agreement may be amended, modified, or superseded, and any of the terms hereof may be waived, only by written instrument executed by the Parties or in the case of a waiver, by the Party waiving compliance. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of any term continued in this Agreement shall be deemed or construed as a further or continuing waiver of any such breach in any subsequent instance or a waiver of any breach of any other terms contained in this Agreement.

(d) Independent Contractors. Each of the Parties are independent contractors, and this Agreement shall in no way create a partnership or other entity between them. Both Parties will retain and exercise exclusive direction and control over the management, properties and operation of its business.

(e) No Implied License. Except as expressly set forth herein, AMC and County agree that neither the terms and conditions of this Agreement nor the performance or acts of either Party pursuant to this Agreement, may be considered in any way a grant of any license whatsoever under either Party's present or other proprietary rights, nor is any such license granted by implication, estoppel or otherwise.

(f) Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the matters covered hereby and supersedes any prior agreement or understanding whether oral or written between the Parties with respect to the matters covered hereby.

(g) Headings. Headings in this Agreement are for convenience only and shall not be deemed to have any substantive effect.

(h) Counterparts. This Agreement may be executed on separate counterparts (including by PDF, facsimile or other electronic means), each of which will

be deemed an original, which counterparts may be delivered to the other Party by electronic transmission, and all of which taken together will constitute one and the same instrument.

(i) Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Force Majeure. Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such Party or any of such Party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party.

(k) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of California, without regard to choice of law principles thereof. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

(l) Authorization Warranty. AMC represents and warrants that the person executing this Agreement for AMC is an authorized agent who has actual authority to bind AMC to each and every term, condition, and obligation of this Agreement and that all requirements of AMC have been fulfilled to provide such actual authority.

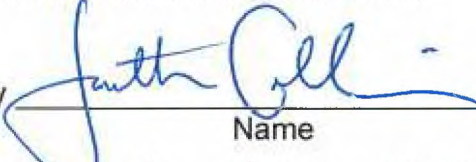
(m) No Third Party Beneficiaries. Notwithstanding any other provision of this Agreement, AMC and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this Subsection 8(m), No Third Party Beneficiaries, shall not be construed to diminish AMC's indemnification obligations hereunder.

IN WITNESS WHEREOF, AMC has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

AIR METHODS CORPORATION

By  _____
Name
Jonathan Collier, SVP Western Operations
Title

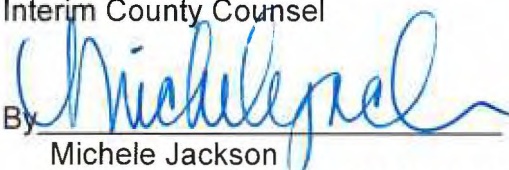
ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By  _____
Michele Jackson
Principal Deputy County Counsel

BELFORT INSTRUMENT INVOICE

EXHIBIT A



INVOICE			
Seller / Shipper		Invoice Number	Customer Order Number
Belfort Instrument Co	Ph: 410-342-2626 Fax: 410-342-7028	DN1173-2	PO-SH-14323977-1 SOLICITATION #RFB-IS-14201582
727 South Wolfe Street Baltimore, MD 21231	Schedule B: 901580000 Tax ID Number: 52-1806493	Other Reference Numbers: RFP010512-1 Rev E 12 23 13	Country of Origin: USA
Bill To:		Ship To:	
Air Methods/Air Mercy 625 E. Carnegie Drive, Suite 200 San Bernardino, CA 92408 Contact: Desiree Estrada (DESTRADA@airmethods.com) Ph: 909-201-1727 Fax: 909-829-7025		AERO BUREAU 15774 (PROCUREMENT FOLDER 724382) 3235 LAKEWOOD BLVD LONG BEACH, CA 90808 ATTN: MARCUS CELERIAN (mcelorian@isd.lacounty.gov) PH: 323-881-5151	
Origin		Terms of Conditions of Delivery and Payment:	
Baltimore, Maryland		EQUIPMENT DELIVERY and SERVICE	PAYMENT
		Equipment, Installation, Onsite Training & Commission Support	UPON RECEIPT
		Currency of Sale	
		US Dollars	
Other Transportation Information			
DESCRIPTION OF CONTRACT	Quantity/ Unit of Measure	Unit Total	
DIGIWX II AWOS AV In Compliance with ICAO, WMO & FAA Requirements (Portable) Weather System for LA County Sheriff Airport AWOS per Quotation RFP010512-1 Rev E 12 23 2013 for Equipment, Installation, Training and Commissioning Support.			
Ceilometer Shared Expense Portion of Contract With Air Methods	1-each	\$13,439.00	
	<u>Total Invoice</u>	<u>\$13,439.00</u>	
SIGNATURE AND STATUS OF AUTHORIZED:			
Debra S. Alascio, Chief Operating Officer, Belfort Instrument Company			
<i>Debra S. Alascio</i>			
May 6, 2015			